

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL
ITEMS**1. REQUISITION NUMBER
L-5-L4-01-00-A00 000

PAGE 1 OF 83

2. CONTRACT NO.

3. AWARD.EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-05-R-00006

6. SOLICITATION
ISSUE DATE
12/17/20047. FOR SOLICITATION
INFORMATION CALL:

a. NAME

VENO, NICOLETE C

b. TELEPHONE NUMBER (*No collect calls*)

202-283-1232

8. OFFER DUE DATE/
LOCAL TIME
01/21/2005 01:00 PM

9. ISSUED BY

CODE

IRS0088

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☐ UNRESTRICTED☒ SET ASIDE: 100%FOR☒ SMALL BUSINESS
☐ HUBZONE SMALL
BUSINESS☐ 8(A)NAICS:423430
SIZE STANDARD:50011. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED
☐ SEE SCHEDULE12. DISCOUNT TERMS
Discount: %
Days:
Net Due:☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

06103001

INTERNAL REVENUE SERVICE
CID
135 HIGH ST.
HARTFORD, CT 06103

16. ADMINISTERED BY

CODE

IRS0088

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 2074517a. CONTRACTOR/
OFFEROR

CODE

00055905

FACILITY

CODE

TO ALL OFFERORS

18a. PAYMENT WILL BE MADE BY

CODE

INVB030

IRS Beckley Finance Center
P.O. Box 9002
Tel: (304) 256-6000
Beckley, WV 25802

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	ACTUARIAL COMMERCIAL-OFF-THE-SHELF(COTS) SOFTWARE, TRAINING, HELP DESK SUPPORT AND TECHNICAL SUPPORT SERVICES				
	BASE PERIOD March 25, 2005 through March 24, 2006				
0001	Software License - Up to 5 Users	1.00	EA		
0001AA	Software Documentation	5.00	EA		
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

ADDENDA

☒ ARE☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.

ADDENDA

☐ ARE☐ ARE NOT ATTACHED.☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN { 1 }
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.☐ 29. AWARD OF CONTRACT: REFERENCE _____, OFFER
DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5).
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)30c. DATED
SIGNED31b NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
0002	Software Maintenance	12.00	MO	_____	_____
0003	Training - Up to 5 Users	5.00	EA	_____	_____
0003AA	Training Documentation Up to 5 Users	5.00	EA	_____	_____
0004	Help Desk - Acturial Software Support	12.00	MO	_____	_____
0005	Technical Support Services - Professional Expert Witness Testimony Support	8.00	HR	_____	_____
0006	Reports	25.00	EA	_____	_____
	OPTION YEAR 1 March 25, 2006 through March 24, 2007				
1001	Software License Renewal- Up to 5 Users	1.00	EA	_____	_____
1001AA	Software Documentation	5.00	EA	_____	_____
1002	Software Maintenance	12.00	MO	_____	_____
1003	Training - Up to 5 Users	5.00	EA	_____	_____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER	40. PAID BY			
<input type="checkbox"/>						
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42.a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
					42.c DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
1003AA	Training Documentation Up to 5 Users	5.00	EA	_____	_____
1004	Help Desk - Acturial Software Support	12.00	MO	_____	_____
1005	Technical Support Services - Professional Expert Witness Testimony Support	8.00	HR	_____	_____
1006	Reports	25.00	EA	_____	_____
	OPTION YEAR 2 March 25, 2007 through March 24, 2008				
2001	Software License Renewal- Up to 5 Users	1.00	EA	_____	_____
2001AA	Software Documentation	5.00	EA	_____	_____
2002	Software Maintenance	12.00	MO	_____	_____
2003	Training - Up to 5 Users	5.00	EA	_____	_____
2003AA	Training Documentation Up to 5 Users	5.00	EA	_____	_____
2004	Help Desk - Acturial Software Support	12.00	MO	_____	_____
2005	Technical Support Services - Professional Expert Witness Testimony Support	8.00	HR	_____	_____
2006	Reports	25.00	EA	_____	_____
	OPTION YEAR 3 March 25, 2008 through March 24, 2009				
3001	Software License Renewal- Up to 5 Users	1.00	EA	_____	_____
3001AA	Software Documentation	5.00	EA	_____	_____
3002	Software Maintenance	12.00	MO	_____	_____
3003	Training - Up to 5 Users	5.00	EA	_____	_____
3003AA	Training Documentation	5.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) Up to 5 Users				
3004	Help Desk - Acturial Software Support	12.00	MO	_____	_____
3005	Technical Support Services - Professional Expert Witness Testimony Support	8.00	HR	_____	_____
3006	Reports	25.00	EA	_____	_____
	OPTION YEAR 4 March 25, 2008 through March 24, 2009				
4001	Software License Renewal- Up to 5 Users	1.00	EA	_____	_____
4001AA	Software Documentation	5.00	EA	_____	_____
4002	Software Maintenance	12.00	MO	_____	_____
4003	Training - Up to 5 Users	5.00	EA	_____	_____
4003AA	Training Documentation Up to 5 Users	5.00	EA	_____	_____
4004	Help Desk - Acturial Software Support	12.00	MO	_____	_____
4005	Technical Support Services - Professional Expert Witness Testimony Support	8.00	HR	_____	_____
4006	Reports	26.00	EA	_____	_____

SECTION B

PROCEDURES FOR ISSUANCE OF DELIVERY ORDERS

B.1 In accordance with FAR Clause 52.216-22, Indefinite Delivery (Oct 1995), the Government's guaranteed minimum under this contract "shall be determined at time of contract award." The Government's estimated maximum under this contract "shall be determined at time of contract award."

B.2 Delivery Orders shall be issued in accordance with the following clauses as set forth in this contract:

- FAR Clause 52.216-18 Ordering (OCT 1995)
- FAR Clause 52.216-19 Order Limitations (OCT 1995)
- FAR Clause 52.216-22 Indefinite Quantity (OCT 1995)

B.3 TYPE OF CONTRACT

In accordance with Federal Acquisition Regulation (FAR) 52.216-1, entitled, "Type of Contract," The Government contemplates award of a Fixed Price, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

NOTICE TO OFFERORS

Reference:

Request for Proposal No. TIRNO-05-R-00006

Dear Sir or Madam:

Thank you for your interest in the Internal Revenue Service (IRS) Request for Proposal No. TIRNO-05-R-00006, for Commercial-Off-The-Shelf (COTS) Software, Maintenance, Help Desk Support, Training and Technical Support Services. Enclosed are the solicitation document and all applicable Attachments.

All communications concerning this solicitation, including those of a technical and/or contractual nature, must be submitted in writing to the undersigned Contracting Officer. Correspondence, including written questions, shall be forwarded via E-mail to the following:

Nicolete.C.Veno@irs.gov

Questions concerning this solicitation must be submitted in writing via e-mail to the Contracting Officer and received by the procurement office by January 6, 2005, 3:00pm (EST). Questions received after the date indicated above will not be guaranteed responses by the closing date of the solicitation.

Proposals must be received no later than 1:00pm., EST, January 21, 2005. All proposals must contain technical and price proposals in accordance with the instructions delineated herein. To be considered responsive, vendors must also submit fully executed copies of all "Certifications and Representations," a signed copy of the solicitation document and follow any other instructions contained in FAR 52.212-1, entitled, "Instructions to Offerors – Commercial Items."

Please Note: No telephonic inquiries will be accepted. All questions and responses will be released as an amendment to the solicitation and posted to the IRS Website.

Sincerely,

Nicolete C. Veno
Contracting Officer, O:S:A:P:I:E

CONTRACT CLAUSES

2.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

Contracting Officer:

The Contracting Officer for administration of this contract is:

Ms. Nicolette C. Veno
Internal Revenue Service
6009 Oxon Hill Road, 9th Floor
Oxon Hill, MD 20745

The telephone number for the Contracting Officer is: (202) 283-1232.

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and withstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

The Contracting Officer's Technical Representative is:

The Contracting Officer's Technical Representative (COTR) for this contract is:

Shall be provided at time of award.

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms, or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.

The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

Project Manager:

The Contractor's designated Project Manager for this contract is:

The telephone number for the Project Manager is () -

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

2.2 PERIOD OF PERFORMANCE

The period of performance shall be from March 25, 2005 through March 24, 2006, with four (4) one-year option periods, as follows:

Base Period:	March 25, 2005	through	March 24, 2006
Option Period I:	March 25, 2006	through	March 24, 2007
Option Period II:	March 25, 2007	through	March 24, 2008
Option Period III:	March 25, 2008	through	March 24, 2009
Option Period IV:	March 25, 2009	through	March 24, 2010

2.3 PREPARATION FOR DELIVERY

(a) The Contractor's best commercial practice is required for delivery to all delivery points. The use of asbestos, excelsior, or shredded paper (all types including waxed paper, computer paper, and similar hydroscopic or non-neutral material) is prohibited.

(b) The Contractor shall notify the Point of Contact at each delivery point at least five business days prior to the anticipated date of delivery.

(c) The Points of Contact at each delivery point will be identified in the individual delivery orders.

2.4 MARKING OF SHIPMENTS

- (a) The Contractor shall mark all shipments in accordance with best commercial practices.
- (b) The Contractor shall mark each container with the following information:
 - (1) IRS Contract Number and Title/Delivery Order Number,
 - (2) Delivery Address,
 - (3) Point of Contact (including Name and Telephone Number)
(See Delivery Order Block No. 6),
 - (4) Sequential Container Number, and
 - (5) Identification of Container Contents.

2.5 TRAVEL

Travel costs associated in supporting the Government's requirement will be reimbursed in accordance with the Federal Travel Regulations. Federal Acquisition Regulation 31.205-46, Travel Costs, is applicable to this contract. All travel costs must be approved in advance by the Contracting Officer.

2.6 AMENDMENTS TO PROPOSAL

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the amendment on the lower right hand edge of the page as well as the amendment number, which caused the change.

2.7 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 9 of the Standard Form 1449 and marked for the attention of the individual whose name appears in Block 7a of that form. All verbal communications should also be directed to that individual.

Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least 15 days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

2.8 DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

3. PROPOSAL PREPARATION INSTRUCTIONS

The following paragraphs set forth the format and instructions governing proposal preparation and submission.

Submission of Proposal

Each offerors proposal submitted in response to this solicitation shall be in two (2) volumes as described below. The technical proposal shall be submitted in original and five (5) copies. The Business Proposal shall be submitted in an original and six (6) copies. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified.

Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

Purpose of Instructions

These instructions prescribe the format of proposals and describe the approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the understanding and comprehensive evaluation of the Offeror's proposal.

All communication/questions regarding the solicitation whether technical or contractual must be submitted to the Contracting Officer. Correspondence, including written questions shall be forwarded via Email to the Contracting Officer designated below:

Nicolete.C.Veno@irs.gov

Questions concerning this solicitation must be submitted in writing and received by 4:00pm (EST) Thursday, January 6, 2005. Questions received after the date as stated herein will not be guaranteed responses by the closing date of the solicitation. No telephonic inquiries will be accepted. All questions and responses will be released as an amendment to the solicitation.

All proposals must contain technical and price proposals in accordance with the instructions as delineated herein. To be considered responsive, vendors must also submit fully executed copies of all certifications and representations and follow any other instructions as set forth in FAR 52.212-1, Instructions to Offerors—Commercial Items

Structure of Proposals

1. VOLUME I – TECHNICAL PROPOSAL

This volume of the proposal shall consist of the sections described herein. **NO BUSINESS AND PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.** Prospective offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative “PR” material, and so forth shall not be submitted.

Technical and Business Proposal shall be submitted on standard 8.5 by 11 inch white paper. Pages shall be numbered sequentially.

Section 1 - Transmittal Letter –

This section shall include a letter that formally transmits the proposal and states how the offeror meets the specifications in the RFP.

Section 2 – Executive Summary and Table of Contents

Summarize the offer, include a description of our approach and plans toward satisfying and supporting the requirements of this solicitation. Indicate your complete acceptance of the solicitation requirements or specify any exceptions. Provide a clear table of contents with page number references.

Section 3 – Mandatory Specifications

Provide a statement concerning the Offeror’s position with respect to each of the mandatory requirements as set forth in the Government’s Statement of Work as attached herein.

Provide a statement describing how the proposed Actuarial COTS product and support services satisfy the specifications in the Statement of Work.

Offerors shall organize their response the Government’s minimum mandatory requirements in sequential order as set forth in the SOW.

Section 4 – Highly Desirable Features

For each highly desirable feature point scored item that the proposed Actuarial COTS product and support services satisfies, provide a complete and thorough description of how the proposed application satisfies the specification.

This section should fully describe the ability of the proposed software to comply with any of the requirements set forth in this section. The offeror shall indicate which of these functions, if any; his software can perform and shall explain in detail those capabilities. Simply stating that the product can perform these functions will not suffice.

Section 5 – Software

The offeror shall clearly describe, by title and quantity allocations, all user manuals and software documentation which it proposes to furnish to satisfy the requirements of the Statement of Work.

Section 6 - Summary of Technical Exceptions and Deviations

In this section, the offeror shall summarize all exceptions it takes to the technical requirements of the RFP and all deviations from the RFP for which it requests approval.

Section 7 - Offeror's Addendum

The offeror is to address any additional information not included elsewhere but considered pertinent for evaluation of the Offeror's proposal.

Section 8 - Operational Capabilities Demonstration (OCD)

The Government will require Offeror(s) in the competitive range to conduct an OCD for the Government Technical Evaluation Team. The purpose of the OCD will be to demonstrate the technical features of the Offeror's COTS product in accordance with the evaluation criteria set forth in FAR Provision 52.212-2, entitled, "Evaluation – Commercial Items.

The OCD will include demonstration of the Offeror's COTs product. Highly desirable software features in Section 2.1.3 of the Statement of Work must be discussed and, if applicable demonstrated.

Each OCD shall last no more than two (2) hours. Although the OCD itself will not be point scored, information obtained by the technical evaluation team during the OCD may impact the evaluation and final scoring of the Offeror's proposal.

Offerors are advised that they should be prepared to perform the OCD for Government verification within seven (7) calendar days after receipt of written notification by the Contracting Officer. The OCDs will be conducted at the following site:

Internal Revenue Service
Office of Procurement
Constellation Center
6009 Oxon Hill Road
Oxon Hill, MD 20745

The specific features required to be demonstrated during the OCD will be provided when the Offeror is notified of the OCD. Written notification by the Contracting Officer to the offeror(s)

will include the approximate number of Government personnel who will participate in the OCD. Your firm must have at least one (1) employee who is familiar with the proposed product/features available for the duration of the OCD.

The Government reserves the right to hold discussions with the Offeror(s) during and/or after the OCD to the extent necessary to obtain a complete understanding of the proposed product/features demonstrated.

Section 9 – Past Performance

This section will demonstrate the offeror's ability to comply with the solicitation's past performance requirement.

Offerors are required to submit with their proposals five (5) past performance references. Each containing specific contact information, for which they have performed agreements/contracts in chronological order by the beginning period of performance date for those that are completed or still in progress during the last three (3) years for same or similar actuarial product/services as required in this solicitation. The Government will select any three (3) of the five references to contact and/or survey by phone, fax, or email to evaluate past performance especially as it relates to software performance and functionality, training and help desk support.

The IRS will consider the past performance of offerors as both integrators or prime contractors, and as subcontractors on contracts, both open and completed with federal, state, and local government customers and with commercial customers.

Only contract performance activity engaged in no more than six (6) years prior to the date of release of this solicitation will be considered valid for the purpose of determining the acceptability of an offeror's past performance. The IRS will consider valid past performance data from the delivery of other than commercial actuarial software and services when there is an insufficient number of actuarial software contract experiences.

Past performance, evaluations will be conducted by surveying past and present customers supplied by the offerors and by using information obtained from the National Institute of Health (NIH) Contractor Performance Systems (CPS). The IRS reserves the right to reject any past performance and to request additional references to replace those that are rejected.

For each customer, past performance references shall include the following information

- name and address of Client or Customer (government or commercial entity);
- name, telephone numbers (both voice and fax if known) and email address if known; for a primary and alternate person as point of contact;
- contract title, number and value;
- period of Performance of agreement/contract;

- total fixed price or estimated price of the agreement/contract both at date it was entered into and as a result of any supplemental agreements to the present;
- brief description of supplies delivered and or services/work performed (clearly identify as either actuarial software or non-actuarial software items and services) whether provided as a prime contractor or subcontractor;

The IRS will assess the offeror's past performance in the following areas:

- (a) Software Functionality
- (b) Training Services
- (c) Technical Support
- (d) Actuarial Support

Section 10- Section 508 of the Rehabilitation Act

This section shall demonstrate the offeror's ability to comply with Section 508 of the Rehabilitation Act. This section shall consist of a fully executed copy of the Electronic & Information Technology Accessibility Standards Evaluation Certification provided herein as an Attachment 1 to the solicitation. Each offeror must use the form provided to indicate its software's compliance or non-compliance with each of the technical standards listed in the form. This form must be included in the technical proposal as Section 10.

2. VOLUME II – BUSINESS PROPOSAL

Section 1 – Quality Control Program and Plan

In this section, the offeror(s) business proposal shall be bound separately from the technical and price proposal. Offerors shall provide one (1) original and five (5) copies of their business proposal .

The Contractor shall be responsible for the quality of products and services provided under this contract, to include those products and services provided by subcontract.

In this section, the Offeror shall describe, the manner in which it would perform the requirements stated the Statement of Work, what controls would be instituted to ensure that required delivery schedules are met, how invoices would be processed to ensure that they reflect correct billings; and how problems would be dealt with. The objective of this discussion is to demonstrate that the offeror understands the unique circumstances of this contract and will be able to effectively operate within the framework proposed.

The Contractor shall develop and implement an effective, proactive Quality Control Plan Program as required in Section 2.1.13.1 of the SOW for measuring and attaining quality of performance under this contract in accordance with FAR 52.246-4, Inspection of Services – Fixed Price. The program shall emphasize deficiency prevention over deficiency detection and

address methods for remedying poor performance. The sustaining focus of the program shall be the attainment of continuous quality improvement.

In this section, the Contractor is required to submit a Quality Control Plan (QCP) describing the Quality Control Program as part of the proposal submission.

Anticipated problems, related to the contract should be described, as well as the proposed solution of such problems. The Offeror shall describe its management chain of command, with particular emphasis on how it intends to comply with the Performance Requirement Summary as set forth in Attachment B as provided herein.

Section 2 – Experience and Capabilities

In this section, the Offeror shall describe its capabilities (and those of its subcontractors, if any) and discuss its experience with contracts of a similar nature and magnitude. The Offeror shall discuss how its previous experience prepares it to undertake a contract of this scope envisioned in this solicitation. The Offeror shall further describe those changes, which it contemplates to develop the capability to perform the proposed contract. Provide the overall plan for managing and staffing all phases of this effort. The plan shall include detailed information concerning the Offeror's ability to adequately staff the operation. The Offeror shall describe in detail any plans for subcontracting with the submission of this proposal. Specifically, if a "reverse" Mentor/Protégé teaming arrangements is contemplated to fulfill the requirements as stated herein. Offerors shall provide a single point of contact to be assigned as Project Manager to this contract. The Project Manager must be empowered to make day-day decisions regarding the contract.

Section 3 – Compliance

In this section, the offeror shall respond to the requirement of the RFP and indicate whether it proposes to comply. It is not necessary to respond on a paragraph-by-paragraph basis except as required for clarity. This Section shall contain an original and signed copy of the face page of the RFP, as well as the Certifications and Representations.

Section 4 – Financial Capability

The offeror shall provide a copy of two (2) most recent audited financial statements showing results of current and previous two years, as well as a complete description of the source (s) and nature of sources, including lines of credit, which will be brought to bear in financing the performance of this contract, including lines of credit. Points of contact (name and telephone number) at financial institutions referenced must also be included.

3. VOLUME 3 – PRICE PROPOSAL

In this section, the offeror(s) price proposal shall be bound separately from the technical and business proposal. Offerors shall provide one (1) original and five (5) copies of their cost/price proposal. In addition, the Offerors must submit one additional copy of its price proposal on

diskette. In addition, the Offeror must run its diskette through a virus-checking program prior to submission to the IRS. Any submitted diskette, which is found to contain a virus, will be rejected and the Offeror will be required to submit a replacement.

Pricing on the paper hard copies will take precedence in the event of any discrepancies with the pricing submitted on the diskette. one of the required copies in an electronic format. It must be in either Microsoft Excel 97 (or later) or Adobe Acrobat 3.01 (or later) format.

The price proposal shall reflect pricing for each of the items set forth the Section B of the solicitation. You are to provide pricing for all CLIN items for the base year as well as each one of the four option years as delineated in Section B.

Your price proposal shall include a sheet addressing the total price for the base year as well as a separate sheet for each option year proposed. In addition, you are to provide a summary sheet reflecting the total for the base year and all four-option years.

In the event that there is a proposed CLIN, that is not separately priced, the Offeror shall so stipulate by placing the abbreviation “NSP” in the appropriate column. If the offeror does not enter some type of entry into the CLIN Unit Price Column, it must provide a note, which will explain the lack of a unit price.

Offeror(s) shall also provide a copy of applicable current GSA schedules or Commercial Price Lists.

In the event that there is no charge for an item, the Offeror shall so stipulate by placing the acronym “N/C” in the appropriate description column. In an instance where “N/C” is entered, the Government will reserve the right to order that item from the successful Offerorr at no charge to the Government. In the event that there is an item proposed, that is not separately price, the Offeror shall so stipulate by placing the acronym “NSP” in the appropriate column.

4. Incurring Costs

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. There will be no reimbursement of bid and proposal costs from the Government.

5. Proposals Not Selected

Non-selection of any proposal will mean that another acceptable proposal was deemed more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful offerors may request a debriefing concerning the perceived strengths and weaknesses of their proposal relative to the Government’s expectations.

6. Announcement of Award

After notification of the successful offeror and all other participating offerors, announcement of the contract award will be made in Federal Business Opportunities.

7. Evaluation Procedures

Pursuant to FAR Provision 52.212-2, Evaluation – Commercial Items, the following evaluation factors and procedures apply to this acquisition:

Award will be made to that offeror whose proposal contains the combination of criteria offering the best overall value to the Government to include that proposal that best meets the Electronic & Information Technology Accessibility Standards of Section 508. This will be determined by comparing the differences in the value of the technical features with the differences in the Offeror's prices.

The Government is more concerned with obtaining superior technical features than with making an award at the lowest overall price to the Government. The Government will not make an award at a significantly higher price to the Government to achieve slightly superior technical features. However, the Government may award at a significantly higher price to achieve significantly superior technical features.

i. Technical Evaluation:

Technical Proposal - Section 2.0 of the SOW

Only proposals meeting the "Minimum Mandatory" technical requirements of the Statement of Work, exclusive of Section 2.13, "Highly Desirable Software Capability Requirements, will be considered to be technically acceptable and eligible for selection of award. Proposals, which offer only cursory response, or responses, which merely reiterate or reformulate the solicitation text will not be considered for award. Proposals not meeting all the "Minimum Mandatory" technical requirements will be considered to be "deficient" and will not be eligible for selection for award.

The IRS will use the minimum mandatory technical requirements of the Statement of Work as its basis for evaluating the technical acceptability of proposals. This part of the evaluation will take the form of a "Pass" or "Fail" rating as to the question of an offeror's compliance with each technical requirement. Each "Fail" will be determined to represent a proposal deficiency as defined in FAR 15.001.

Technical Proposal – Attachment 2 of the Solicitation Document

Assessment of the offeror's past performance will be one means of evaluating the credibility of the Offeror's proposal and relative capability to meet performance requirements. Acceptable past performance is a mandatory requirement of this procurement action. An offeror must be determined by the Government to have acceptable past performance in order to be considered for award. Unacceptable past performance is defined as unsatisfactory or poor performance.

Offeror's compliance with this requirement will be assessed based on the information provided by surveying past performance and present customers supplied by the offerors and the NIHCPs. Past performance will be evaluated on a Pass/Fail basis.

Past Performance rated as satisfactory is acceptable and will be rated as pass. If an offeror has no record of past performance or whose information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

Technical Proposal – Section 2.1.3, Highly Desirable Software Capability Requirements

Only those offerors whose proposals have been rated “Pass” in Section 2, Mandatory Requirements of the SOW as well as the Past Performance, Attachment 2 will be evaluated on a “Best Value” basis for compliance with Section 2.1.3 Highly Desirable Software Capability Requirements of the SOW. Technical scores for the purpose of best value evaluation will be computed by rating each offeror (using a standard rating scale) on their software's ability to perform each of the functions under each of these factors.

Technical Proposal – Section 2.5 of SOW **508, Electronic and Information Technology Accessibility Standards Evaluation**

The offerors responses to the Electronic & Information Technology Accessibility Standards Evaluation Form will be used to determine the offeror's compliance with the technical standards issued by the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508 (a)(2)(A) of the Rehabilitation Act Amendments of 1998. These technical provisions are mandatory requirements that must be met (directly or through equivalent facilitation) unless (a) the product or service (if it is a commercial item) is not available, (b) an exception applies (such as undue burden), or (c) meeting the applicable provisions would require the agency to alter its requirement to the point where the procured EIT would not meet its needs.

Provided minimum non-Section 508 agency needs are met, (Mandatory requirements and Acceptable Past Performance the IRS must acquire the product that fully meets the Access Board's technical provisions and the accessibility needs of the intended end users. If no offered product meets all of the technical provisions, the Access Board's standards require an agency to “procure the product that best meets the standards” (see 36 CFR 1194.2(b), unless an undue burden determination justifies otherwise.

Designating this procurement as an undue burden will be considered only if after all proposals have been evaluated; and based on both technical and pricing information provided, it is deemed that such a determination is warranted. The IRS must consider all resources available to its program or component for which the supply or services is being acquired.

Note that undue burden cannot be established simply by demonstrating that, as between products that could meet the agency's need, the cost of a product that meets the technical provisions is higher than that for a product that does not.

Single Award

FAR 52.212-1, Section H, Multiple awards does not apply to this acquisition. Only one award will result from this solicitation. Offerors proposals must demonstrate an ability to provide the requirements as set forth in its entirety.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the

solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept

other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined, are significantly more than price.

(b) Options. The Government will evaluate offers for award purposes by adding

the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 52.212-3 Offeror Representations and Certifications--Commercial

Items.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31

U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the

offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column id size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross

Number of Employees	Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13CFR 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not yet developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free

Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The

Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

52.212-4 Contract Terms and Conditions-Commercial Items.
As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions-Commercial Items (Oct 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with

the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for

the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage

of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (OCT 2004)

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-
Commercial Items (Oct 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

(23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Oct 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(24) 52.225-5, Trade Agreements (Oct 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

(27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

(ii) Alternate I (Apr 2003) of 52.247-64.

X (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

X (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c),

and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

X (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 25, 2005 through March 24, 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 , the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$5 million;

(2) Any order for a combination of items in excess of \$5 million; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 24, 2010.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

As prescribed in 17.208(c), insert a provision substantially the same as the following:

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months exclusive of FAR 5f2.217-8.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

As prescribed in 19.508(c), insert the following clause:

Notice of Total Small Business Set-Aside (June 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the

field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.227-19 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/ contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government shall have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with Federal laws and the Federal Acquisition Regulation.

(c)(1) The restricted computer software delivered under this contract may not be used, reproduced or disclosed by the Government except as provided in subparagraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be--

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

- (ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;
 - (iii) Reproduced for safekeeping (archives) or backup purposes;
 - (iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;
 - (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and
 - (vi) Used or copied for use in or transferred to a replacement computer.
- (3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.
- (4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so:
- "Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No. _____."
- (d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice:
- "Unpublished--rights reserved under the copyright laws of the United States."

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective
 - (1) for such period as the laws of the State in which this contract is to be performed prescribe, or
 - (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Nicolette C. Veno, Internal Revenue Service, Constellation Centre, 6009 Oxon Hill Road, Room 500, Oxon Hill, MD 20745.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) furnish phase-in training; and
(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs

(i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:
Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if

not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

IR1052-04-001 INSTRUCTIONS TO OFFERORS FOR PERFORMANCE REQUIREMENTS

In support of the performance requirements stated in FAR clause 52.219-14, Limitations on Subcontracting, the following information shall be provided in the space below. If not enough room has been provided below, please submit an attachment to Section K detailing the information required.

For services (except construction) add:

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of

Employees of will provide the following services in fulfilling the contract requirements. List the services and estimated cost of performance incurred for personnel, and provide brief narrative description.

For supplies (other than procurement from a regular dealer in such supplies) add:

The shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Employees of will perform the following work in fulfilling the manufacturing requirements. List the items and estimated cost of manufacturing, not including materials, and provide brief narrative description.

For general construction or construction by special trade contractors add:

The will perform at least percent of the cost of the contract, not including the cost of materials, with its own employees.

Employees of perform the following work in fulfilling the contract requirements. List the work and estimated percent of contract cost, and provide brief narrative description.

IRT01-05-5081 REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (EVALUATION MATRIX)

(a) Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.

(b) The offeror represents by fully completing the Electronic & Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.

(c) The offeror further represents that all EIT products and services represented in the Electronic & Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

IRT01-05-5083 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses: Cancellation of the contract, delivery or task order, purchase

or line item without termination liabilities; or

In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby. For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

**1052.203-11 1052.203-11 CERTIFICATION AND DISCLOSURE
REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (APR 1991)(DEVIATION)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be file or amended by this provision, shall be subject to a civil penalty of not less than

\$10,000, and not more than \$100,000, for each such failure.

(End of provision)

1052.2249000D IRSAP 1052.224-9000(d) Disclosure of "Official Use Only" Information Safeguards (December 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

1052.224-9005 IRSAP 1052.224-9005 Disclosure of Information (Jan 1998)

(a) I hereby certify that I will not disclose the identity of the taxpayer (living or deceased) or the property or items to be valued, nor the results of any appraisal unless authorized in writing by the Contracting Officer. I agree that, whether or not a contract is awarded to me, I will keep all information confidential.

(b) If an IRS contract is awarded and it is necessary to allow inspection or to disclose confidential information to perform under the contract, I will request, in writing, authorization from the IRS Contracting Officer to make such inspection or disclosure.

[End of Clause]

1052.224-9006 IRSAP 1052.224-9006 Nondisclosure of Information (January 1998)

(a) Except as provided elsewhere in this contract, the contractor shall not disclose the identity of the taxpayer or property being appraised, nor the results of the appraisal except to the individual specified in this contract to receive the contractor's report.

(b) Only those inspections or disclosures authorized in writing by the Contracting Officer may be made, and only when it is clearly shown by the contractor that such inspections or disclosures are essential to successfully perform under this contract.

(c) Should a person (contractor or subcontractor) or one of his/her employees make

any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249- 8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

**1052.2249001A IRSAP 1052.224-9001(a) Disclosure of Information--
Criminal/Civil Sanctions (January 1998)**

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.

552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2000)

a. Contractor Performance Evaluations Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: http://ocm.od.nih.gov/cdmp/cps_contractor.htm. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

**PERFORMANCE WORK STATEMENT
IN SUPPORT OF PROJECT**

ENTITLED,

“ACTUARIAL SOFTWARE AND SUPPORT SERVICES”

2 SCOPE

The purpose of this procurement is to acquire commercial off-the-shelf (as defined in Federal Acquisition Regulation (FAR) 2.1) PC based actuarial software for the Internal Revenue Service Large and Midsize Business Division (LMSB). This software will be used by up to 5 IRS life insurance actuaries in the audit of life insurance companies. This statement of work (SOW) sets forth the IRS’ software and support requirements. Support services will include documentation, training, maintenance, and actuarial support of software products and their outputs. The contract is for a base period of one year with four, 12-month option periods, for a total of five years.

1.1 Background

The IRS’ examination of insurance reserves and Internal Revenue Code (IRC) Sections 7702 and 7702A compliance (see attachment A) has been limited in the past. The IRS has hired life insurance actuaries to assist agents in the audit of insurance companies. By combining the expertise of life insurance actuaries and the actuarial software, the IRS will be able to establish an effective and consistently applied process for the audit of life insurance reserves and IRC sections 7702 and 7702A compliance.

1.3 Objectives

This SOW describes the IRS’ requirements for Contractor support for the products and services required under this project. The software must, at a minimum, provide all of the functionality listed in Section 2.1 through 2.1.2, Software Requirements. The Contractor will also provide all support services in accordance with Sections 2.2 through 2.6. The Contractor will be available to provide information and testimony related to the software and actuarial assumptions in the event of disputed adjustments that require administrative Appeal and/or litigation.

2.0 TECHNICAL REQUIREMENTS

The Contractor shall provide standard, commercial technical support normally provided to commercial clients to perform the requirements as set forth in this statement of work.

2.1 Software Requirements (Minimum Mandatory Requirement)

Any offeror who is not the Original Software Manufacturer (OSM) for the actuarial software proposed under this contract must submit with the proposal a signed, currently valid agreement

between the offeror and the OSM that conveys rights to the offeror to represent the OSM on all matters pertaining to, including the provision of, the software over the life of the contract.

2.1.1 Minimum Mandatory Software Capability Requirements.

The actuarial software shall perform the following mandatory functions:

1. Facilitate conversion of taxpayer's policy data to a form usable by the Actuarial Software. Policy data is that data pertaining to each individual policy for which a reserve must be computed.
2. Calculate statutory and tax reserves for life insurance, annuity, and accident and health insurance contracts consistent with the Internal Revenue Code (IRC).
3. Comply with all current (i) IRC tax laws, (ii) NAIC Regulations, and (iii) Actuarial Guidelines relating to the calculation of life, annuity, and accident and health insurance reserves, including but not limited to:
 - (e) NAIC Standard Valuation Law
 - (f) NAIC Regulations XXX
 - (g) Guidelines 33 and 34
 - (h) IRC Code Sections 7702 and 7702A
4. Be capable of importing and exporting actuarial tables (e.g. mortality and morbidity tables, cash value and reserve factor tables, etc.) directly from third party products (e.g. Excel, Lotus, etc.)
5. The Contractor's proposed software will be compatible with IRS equipment Standard Laptop – with Mobile Intel Pentium M Processor, 1.7Ghz, 14.1" XGA, 512Mb RAM, 40GH HD, Operating system Windows XP Professional Service Pack 2 and IRS standard image software (see below). If the operation of your COTS product requires any other software and/or any other updates to IRS computers, your proposal must identify the need for such and include this additional computer software and/or upgrades in the price quote for your proposal.

Product or Application	Version
Adobe Acrobat	5.0.5
Attachmate INFOConnect 2001	5.00.090
Avery Wizard	2.1 for Microsoft® Word XP
Citrix ICA Client	6.31.1051
Easy CD & DVD Creator	6.1.1.8
HighMAT Extension to Microsoft Windows XP CD Writing Wizard	1.1.1905.1
Hummingbird Exceed	V7.1
InterVideo WinDVD	3.2
Macromedia Flash Player	7.0.19.0
Microsoft .NET Framework	1.1 1.1.4322
Microsoft Office	2003 Professional SP1
Microsoft Windows Journal Viewer	1.5.2315.3
Microsoft Windows Services for UNIX	7.0.1701.1
MSXML 4.0 SP2 Parser and SDK	4.20.9818.0
Oracle JInitiator	1.1.8.3
Quickview Plus	7.0
Shockwave Player	8.5.1.436
Symantec AntiVirus Client	8.0.1.425
WebFldrs XP	9.50.5318
WinZip	9.0
BNA CTAA	2003.1
Printkey 2000	5.1
Savings Boxd Wizard	2.5
TIPS	2.15
ISS Desktop Protector	7.0
IEWS	4.8.7.1
Cisco Systems VPN Client	4.0.4

It is highly desirable that the Contractor's software enable IRS life insurance actuaries to examine a myriad of life insurance and accident and health reserves, annuity products and, if applicable, conduct and verify IRC Sections 7702 and 7702A compliance without the need for additional compiler software. If additional compiler software is needed to examine any of these product

lines, the Contractor's proposal must document this need and specify which products require its use.

2.1.2 Minimum Mandatory Calculations

The software shall be capable of performing the following calculations:

1. Traditional Products Valuation -- Life -- Calculate statutory, tax, and gross premium reserves for the following:

- Whole Life, Limited Payment Life, Term, Deposit Term, Paid-Up Life, Endowments, Extended - Term, ADB, Waiver of Premium
- Support for NY Reg. 147 and XXX (1995) and XXX(2000)
- CRVM, Net Level, 2 Year Preliminary Term and Gross Premium Reserves
- Curtate, Continuous, Semi-Continuous
- Single Life, First-To-Die, Last Survivor, Multi-Life
- Due, deferred and advance premiums

2. Interest Sensitive Life Valuation - Calculate Statutory, Tax, Minimum and Gross Premium Reserves for the following:

- (b) Fixed, Flexible, Variable and Indexed UL Reserves.
- (c) Model Regulations, NY Reg. 147 and XXX (1995) and XXX(2000)
- (d) All patterns of death benefits and premiums with banding
- (e) CRVM, Net Level, and Gross Premium Reserves
- (f) Curtate, Continuous and Semi-Continuous
- (g) Single Life, First-To-Die, Last Survivor, Multi-Life
- (h) Due, deferred and advance premiums
- (i) Recalculate the Guaranteed Maturity Premium and Guaranteed Maturity Funds, Net Level Premiums, Expense Allowances and Reserves including any applicable MGDB reserves
- (j) Calculate XXX reserves for secondary guaranteed products

3. Annuities Valuation - Calculate Statutory, Tax and Gross Premium Reserves for the following:

- 2 Fixed, Flexible, Variable and Indexed (Equity and Interest) Annuities both deferred and immediate
- 3 Support for CARVM and Continuous CARVM including all applicable Actuarial Guidelines
- 4 Issue Year and Change-In-Fund
- 5 Integrated Benefit Streams
- 6 MGDB (Minimum Guaranteed Death Benefit) and MGIB (Minimum Guaranteed Income Benefit) Reserves calculated for Variable Annuities
- Support for policyholder charges and bonuses

- Support for FIFO/LIFO/PRO RATA rules for surrender charges and free-withdrawals
- Support for different surrender charge options, free-withdrawals, two tiered interest credits and non-elective benefits
- Support for Market-Value Adjustments

2.1.3 Highly Desirable Software Capability Requirements

It is highly desirable that the Contractor's software be capable of performing the following functions:

- Reinsurance transactions are the sharing of risk among insurance companies. The software
- should have the capability to determine risk and be able to calculate reinsurance/reassurance transactions impact as follows:
- Calculate the impact of the transfer of all or part of the risk assumed by an insurer under one or more insurances to another insurer
- Calculate the impact of entering into a reinsurance agreement
- Calculate the impact of ceding risk by using reinsurance

2. Life Insurance Company Taxable Income

- Displays beginning Life Insurance Company Tax Return (Form 1120L) as filed
- Provides a display area (which may be a column) for user input for adjustments to taxable income that may be input by user, on a line by line Form 1120L basis
- These display areas should be capable of displaying tax return as filed, adjustments, and 1120L as adjusted, at a minimum on a separate company basis
- Perform changes quickly to the 1120L as filed
- May be utilized to do a number of "what if" calculations

3. Test whether individual life insurance and modified endowment contracts meet their definitions of life insurance under IRC Section 7702 and modified endowment under IRC Section 7702A, respectively.

- Calculate Section 7702 and Section 7702A for compliance
- Calculate IRS Single, Annual and 7 pay premiums
- Recalculate the 7702 premiums due to material policy changes, based on IRS Guidelines
- Demonstrate if the policy was always in compliance with the Guideline Premiums and the IRS corridor test using TEFRA, DEFRA or the Cash Value Accumulation test taking into consideration structural Policy Changes

4. Provide taxpayer the option to submit plan descriptions electronically in a format usable by the actuarial software. Alternatively, provide, at taxpayer's option, a hardcopy form of plan description.

5. Produce, at the software user's request, a summary report showing the plan description as it is

currently structured.

6. Compare, or provide data with which to compare, taxpayer's statutory and tax reserves with statutory and tax reserves computed by the software on a seriatim basis using taxpayer's seriatim reserves as input to a comparison audit report.

7. Provide for convenient archival of the final product description and policy data. The software user can select one, any, or all plans and policies to be included in the archive.

2.2 Training Requirements

2.2.1 Training and Software Use Objectives

Initially, the IRS will be training a maximum of 5 life insurance actuaries in the use of the Contractor's software. To the maximum extent possible, Contractors shall propose the standard commercial training package or program normally provided to licensed software users for

purposes of effectively using the Contractor's software product(s). The training proposed shall meet the following objectives: upon completion of training, IRS actuaries will be able to begin effectively using the software in a productive manner to perform all functions and calculations required by and offered in response to this solicitation. While it is not expected that upon completion of training software users will be immediately proficient in all aspects of the software, professional IRS life insurance actuaries with average computer skills must be able to use the software in the audit of life insurance tax returns in order to examine life and accident and health reserves annuity products and, if applicable, conduct and verify IRC Sections 7702 and 7702A compliance without additional assistance other than that normally provided through the help desk (See Section 2.3.1.).

2.2.2 Training Proposal

The Contractor's training proposal shall address the training proposed including type of training, location, hours and duration (number of days), training materials, manuals, documentation provided, instructor credentials, and any requirements of IRS trainees in terms of prerequisite experience or government provided equipment or materials. The Contractor shall propose a fixed cost for the training on a per student or session basis. If training is normally provided as a part of standard license or maintenance fees, it shall be proposed as such.

2.2.3 Other Specific Training Requirements

- All training course material provided by the Contractor shall not contain live taxpayer data or names unless it is part of a commercially published text.
- If determined that the IRS will assist in the classroom instruction, the Contractor shall allow the IRS to use the Contractor's data and material during such portion of the class.

2.6.1 Training Performance Measures

2.2.4.1 Course Evaluation

The IRS will evaluate the effectiveness of the classroom instruction provided by the Contractor. Classroom evaluations will be administered to the students to gather useful data concerning instructional technology principles, learning styles, teaching methods and media. The evaluation form will be supplied by the IRS and completed by the students no later than the last day of the course. However, students will be encouraged to fill out the evaluation as the class progresses. The IRS reserves the right to require the Contractor to provide additional instruction or repeat the class at no additional cost if the average course evaluation for all students is less than 3.5 on a rating scale of 1 to 5 where 1 is unsatisfactory and 5 is superior.

- **Achievement of Objectives**

If after normal and routine use of the software for 30 days following completion of training, the objectives described in Section 2.2.1 are not achieved, the IRS may require the Contractor to provide additional instruction or repeat the class at no additional cost. If after repeated attempts or a prolonged period of time, it is determined that the training and software use objectives cannot be met, the Contractor may be subject to termination by default or other adverse remedies as appropriate.

Actuarial Software Support

The Contractor shall provide access to actuarial services in support of the software provided. These services shall be available to assist the IRS with all functions and calculations performed by the software including, but not limited to, reserves, insurance, rates, and risk factors in accordance with Section 2.1, Software Requirements.

2.13.2 Actuarial Software Support – (Help Desk)

At a minimum, the Contractor shall provide a help desk to include a toll free telephone and online (internet) support of the actuarial software to assist users in resolving problems encountered while using the Contractor's software product(s). To the maximum extent possible, Contractors shall propose the standard commercial help desk support offered to other licensed software users. The Contractor shall submit proposed hours of operation as part of the proposal.

The help desk support program proposed shall meet the following objectives:

- 2 IRS actuaries shall have access to the toll free telephone help desk support program that the Contractor normally offers to their other licensed software users during the core hours of operation, Monday through Friday, as listed in the Contractor's proposal, excluding Federal holidays. Federal holidays can be viewed on the Office of Personnel Management's (OPM) website at www.opm.gov. The Contractor's telephone help desk shall be staffed with specialists thoroughly versed in all aspects and functions of the Contractor's software products(s) but particularly those described and offered in

response to Section 2.1, Software Requirements. The Contractor's help desk support staff shall be able to successfully resolve most problems during the initial phone call with only occasional problems requiring a call back.

- 3 In addition to telephone support, IRS actuaries shall have access to online support via the internet and/or an e-mail account 24 hours a day, 7 days a week. Questions posed by IRS actuaries to the Contractor's online facility shall be responded to with the information necessary to resolve the problem by 8:00 a.m. the following business day.

2.2.4.1 Help Desk Proposal

The Contractor's help desk proposal shall include a detailed description of the help desk support being proposed to include: staffing, hours of operations, phone lines available, online support facility, and any available response statistics or guarantees. The Contractor shall propose all costs for help desk support. If the Contractor's normal commercial practice is to include the cost of help desk support as part of software license and/or maintenance fees, it shall propose as such.

2.2.4.2 Help Desk Performance Measures

Help Desk support of the Contractor's software is extremely important to IRS actuaries, and downtime (inability to effectively use the software through no fault of the government) must be kept to a minimum. The following performance measures and remedies are designed to ensure that these objectives are satisfied.

- During normal hours of help desk operation, IRS actuaries shall reach qualified support staff by telephone during the initial call 95% of the time (95 out of 100 calls or the equivalent) and shall not be required to leave a voice mail.
- Software problems shall be resolved during the initial call 90% of the time or better (90 out of 100 calls or the equivalent). When call backs are required, the problem in questions shall be resolved by close of business on the day of the call, if the call is made by 2:00 pm Eastern. Otherwise, the problem shall be resolved by 10:00 a.m. Eastern the next business day.
- The Contractor's online support facility shall be accessible by IRS actuaries 24 hours a day, 7 days a week as stated in 2.3.1., paragraph 2, above. Software use problems posed to the online help facility shall be successfully responded to with an acceptable resolution by 8:00 a.m. Eastern the next business day 95% of the time (95 out of 100 inquiries or the equivalent).

If in any given month, IRS actuaries are unable to use the Contractor's software for a period exceeding 24 consecutive hours Monday thorough Friday due to a malfunction or problem with the software for which the Contractor is unable to correct or develop a workaround, the Contractor may be subject to withholding of payment or other adverse remedies up to and including default for repeated or recurring violations.

2.3.2 Professional Expert Witness Support

The Contractor shall provide professional actuarial support to the IRS in the event of administrative Appeal and/or tax litigation involving or with respect to the actuarial software or its calculations. The Contractor shall be available to provide expert advice and support with respect to the software, its functionality and its actuarial assumptions. The Contractor may be required to write an expert opinion or provide a report regarding the software's functions, calculations and/or actuarial assumptions with respect to any tax audit. The IRS may require that the Contractor be available full time throughout the entire time period of the trial, and be available for pre trial conferences. The Contractor must be able to provide expert testimony as to the validity of the software and the actuarial assumptions contained within.

The Contractor shall provide an hourly rate for the type of support described above. The IRS will fund a block of hours at the beginning of each annual performance period. The Contracting Officer shall authorize the use of these hours through the issuance of task orders describing the work to be performed and the number of hours allocated on a not-to-exceed basis. The Contracting Officer shall monitor the hours expended by the Contractor and shall allocate additional hours as necessary through task order modifications. At no time shall the Contractor exceed the number of hours set forth in the task order. The Contractor shall be reimbursed for travel per federal travel regulations. See Section 2.10, Travel.

2.4 Software Maintenance

The Contractor shall maintain and support all software for the life of the contract, including any options or renewals. Maintenance shall include the correction of errors, and the provision of all releases, versions, fixes, patches and updates to the software and its documentation.

The software shall be the most current professional version, including current maintenance updates. In the event the Contractor enhances, changes or modifies the software product, or changes the product name, the Contractor shall be responsible for providing and maintaining all functionality and features proposed with the original product. All future releases, version fixes, patches, and updates must be compatible with all older versions of the Contractor's software.

2.5 Section 508 Information Technology Accessibility Compliance

Section 508 of the Rehabilitation Act of 1973 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Any software purchased by the federal government must be in compliance with Section 508. Therefore, the actuarial software proposed in response to this solicitation must be Section 508 compliant to the maximum extent possible.

“It is mandatory that the Contractor describe how all offered electronic and information technology (EIT) products and services comply with both Section 508 of the Rehabilitation Act of 1973, as amended, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. Specifically, there are three Section 508 technical standards that are applicable to the subject solicitation:

- 2 36 CFR 1194.21, Software Applications and Operating Systems
 - 36 CFR 1194.31, Functional Performance Criteria
 - 36 CFR 1194.41 Information, Documentation and Support

It is mandatory that the Contractor clearly demonstrate how it will comply with the Section 508 standards as set forth in 36 CFR 1194.21, 36 CFR 1194.31 and 36 CFR 1194.41 for its proposed products and services. Pursuant to FAR 39.203(b)(3), your proposed products and services must comply no later than the time of issuance of the first delivery order under this contract. Reference FAR 39.203(b)(3), “Requiring activities must ensure supplies or services meet the applicable accessibility standards at 36 CFR 1194, unless an exception applies, at the time of issuance of task or delivery orders.”

The information contained in responses will be used to assess the degree to which the Contractor’s software is Section 508 compliant, which will be an important factor in source selection. The government is generally required to select a Section 508 compliant product, and if no product is totally compliant, then only the most compliant product(s) will be considered

2.6 Distribution of Software

All software distribution under this contract will be made to the COTR unless otherwise directed by the COTR. This includes distribution of the initial software product(s) and all new versions, releases, and updates thereafter. All software will be submitted by the COTR for acceptance testing in an IRS test facility prior to distribution to IRS actuaries for use in the IRS computing environment.

If after acceptance testing, the COTR directs the Contractor to make distribution directly to users, such distribution shall occur within 5 days following acceptance and notification by the IRS COTR. If distribution is made using CDs, the Contractor shall distribute the CDs to licensee shipping addresses provided by the IRS COTR such that receipt occurs within the 5-day timeframe. Upon shipment, the Contractor shall provide to the COTR via secured electronic

transmission an Excel spreadsheet that contains at a minimum the shipping/tracking number, the date of shipment, and all applicable registration codes.

2.61 Optional Distribution Requirements

Electronic distribution is encouraged as an option to distribution using CDs. If transmitting codes are required by the Contractor to transmit for more than one user, the transmit codes must be provided to the COTR and/or IRS licensees at the time of distribution. If distribution is via the internet, all updates/upgrades must be available using dial-up modem.

The Contractor may propose other distribution methods consistent with their standard commercial practice.

2.7 Period of Performance

The period of performance of this contract is from the date of award to include a base period of one year with four, 12 month option periods, for a total of five years.

2.8 Deliverables

The Contractor shall ensure that all technical records, reports, files, logs and other documentation generated are made available to the COTR and other authorized Government representatives during the performance of this contract.

All deliverables will be provided to the COTR at the following office mailing address:

TO BE PROVIDED TIME OF CONTRACT AWARD

Address: Internal Revenue Service

Email:

Telephone No.:

Fax Number:

2.8.1 Software

2.8.2 Software deliverables shall include the initial software product(s)/modules in the quantities ordered by the government for use by IRS life insurance actuaries as well as any subsequent versions, releases, or updates to these products.

2.83.1 Training

Training deliverables shall include the training course(s) offered by the Contractor and ordered by the government including any documentation and training materials provided in conjunction with the training.

2.8.4 Help Desk

Help Desk deliverables shall include the telephone and online support offered by the Contractor in response to this solicitation. In addition, by the 15th or the first workday on or after the 15th of each month, the Contractor will provide a report to the COTR of all help desk inquiries (both telephone and online) originated by the IRS during the preceding month. This report shall itemize the date, time, and nature or subject of each call and its resolution.

2.8.5 Software User Documentation

The Contractor shall provide complete and comprehensive user documentation for all software provided under this contract to include revised documentation whenever changes are made to the software that impact documentation to the COTR and other authorized Government representatives during the performance of this contract.

2.8.6 Professional Expert Witness Support

The Contractor shall provide all expert witness support ordered under this contract. Additionally, by the 15th or the first workday on or after the 15th of each month, the Contractor will provide a report to the COTR of all expert witness support provided to the IRS during the preceding month. This report shall itemize the date, time, and nature or subject of the support including all billable hours.

2.9 Identification Badges

The Contractor personnel shall carry identification badges at all times when performing work under this contract or while in Government facilities, and shall ensure that the badge is displayed at all times in accordance with local protocol. Identification badges will be furnished by the Government.

2.10 Non-Disclosure

Execution of the functions, tasks and responsibilities required by this Contract may involve access to sensitive information concerning taxpayers, Government agencies, and official Government documentation. See the IRS' solicitation document for additional disclosure clauses.

2.11 Subcontractors

Subcontractor personnel shall be subject to the same requirements of the Prime Contractor personnel. Communication with the Government regarding subcontractor performance and

personnel shall be conducted by the prime Contractor.

2.12 Performance Standards

The Contractor shall ensure that all work meets the specifications in the Performance Requirements Summary (PRS) provided in Exhibit 1 and as described herein.

2.13 Quality Control

The Contractor shall be responsible for the quality of products and services provided under this contract, to include those products and services provided by subcontract. The Contractor shall re-perform work that does not meet Contract requirements, unless otherwise directed by the COTR. Re-performance of work shall not constitute an excusable cause to miss any timeliness or standards or deadlines. The Contractor shall absorb the cost of any required rework and such rework shall not be charged back to the Government.

2.13.1 Contractor Quality Control Program and Plan

The Contractor shall develop and implement an effective, proactive Quality Control Plan Program for measuring and attaining quality of performance under this contract in accordance with FAR 52.246-4, Inspection of Services – Fixed Price. The program shall emphasize deficiency prevention over deficiency detection and address methods for remedying poor performance. The sustaining focus of the program shall be the attainment of continuous quality improvement.

2.13.2 Quality Control Plan (QAP)

The Contractor shall submit a Quality Control Plan describing the Quality Control Program as part of the proposal submission.

2.13.2.1 Performance Evaluation Meetings

The Contractor shall hold monthly telephone conference calls on the 15th of each month or by the first workday after the 15th of the month with the COTR to discuss performance evaluation topics that shall include, but not limited to, problem discussion and resolution, reinforcement of quality and timely performance Contract requirements. The contractor shall send the COTR an email 2-3 days prior to the conference call that shall contain agenda topics to be discussed during that particular monthly teleconference. During the teleconference, the Government and the Contractor will discuss the Contractor's performance as viewed by the Government and any problems being experienced. The Contractor shall take appropriate actions to resolve outstanding issues within a timeframe that is agreed upon by the Contractor and COTR. The Contractor shall take minutes during performance evaluation teleconference, and shall send the COTR the minute's via e-mail no later than two (2) business days from date of the teleconference. The Contractor can hold additional teleconferences at any time with the COTR to discuss critical issues that may arise between the monthly teleconferences. If a face to face meeting is required

the COTR shall travel to the Contractors location.

2.13.2.2 Participation in Government Quality Assurance

The Government will inspect for compliance with Contract terms throughout the life of the contract. Evaluation will be based on the Contractor's compliance with the requirements outlined in the Performance Requirements Summary, Exhibit 1. The Government will monitor the Contractor's performance under this Contract by performing checks as contained in the Quality Assurance Surveillance Plan (QASP). Typical procedures include random sampling, planned sampling, scheduled inspections, observations, reviewing task output and performance, and reviewing validated customer comments.

2.13.2.3 Contract Discrepancy Report (CDR)

Unsatisfactory Contractor Performance will be outlined in a CDR. The Contractor shall reply in writing within ten (10) calendar days of receipt of the CDR, providing the reasons for unsatisfactory performance, corrective action taken, and procedures to prevent recurrence of unsatisfactory performance. An example of a CDR is provided in Exhibit 2.

3.0 COMPLIANCE

The Contractor shall comply with all applicable Federal, State and local laws and regulations while engaged in the performance of this contract.

3.1 Inspection by Government Agency

Inspections, audits, and similar activities may be made by the Government agencies including, but not limited to, Occupational Safety and Health Administration (OSHA), General Accounting Office (GAO), and Treasury Inspector General for Tax Administration (TIGTA). Such inspections, audits, and work interruptions shall not constitute an excusable cause to miss any timeliness standards or deadlines.

3.1.1 Inspection Report

The Contractor shall submit a written report to the COTR by close of business on the next workday following completion of an inspection, to include the name(s), identification number(s), and agency (s) of the inspector(s) reason for inspection, and any remarks made during the inspection.

ATTACHMENT B - Performance Requirements Summary

This table specifies the standard for satisfactory performance of the tasks specified in the Statement of Work.

Performance Requirement (Required Service)	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance (Quality Assurance)
Mandatory software capabilities and calculations -- SOW 2.1.1 and 2.1.2	Software performs all functions and calculations in the manner prescribed	Stated requirements are met at 100%	Feedback from software users and Help Desk reports
Highly desirable software capabilities --SOW 2.1.3	Software performs all desirable capabilities offered by the contractor in response to SOW 2.1.3	Proposed capabilities are met at 100%	Feedback from software users and Help Desk reports
Effective Training Program SOW 2.2	High course quality Objectives in SOW 2.2.1 are satisfied	Course evaluation rating of 3.5 or better on scale of 1 - 5 (SOW 2.2.4.1) IRS actuaries are effectively using software within 30 days following training	Course evaluation administered at each course Feedback from software users
Responsive Help Desk -- SOW 2.1.1	Toll-free telephone support 8:00 am – 7:00 pm Eastern M – F On line support available 24 hours per day, 7 days per week	IRS actuaries reach qualified support staff on initial call 95% of time without having to leave message. Problem resolved during initial call 90% of time. Callbacks resolved by COB on day of call or by 10:00 am next business if call made after 2:00 pm. Online questions answered via email by 8:00 am next business day 95% of time.	Help Desk Reports Feedback from software users

Performance Requirement (Required Service)	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance (Quality Assurance)
Professional expert witness support -- SOW 2.2.2	Contractor provides responsive, qualified support whenever ordered	Testimony given and/or reports delivered meet expectations regarding case disposition	Required reports, observed testimony, and feedback from IRS staff
Software Maintenance -- SOW 2.4. Support all software including error correction and provision of all new releases, versions, fixes, patches, and updates. New releases of software must maintain previously provided functionality, while providing enhanced capabilities, or systems corrections.	Software adds value and improves existing functionality without negatively impacting the existing operational environment or functionality.	Base line functionality is met at 100% while new versions, releases, and fixes are readily adopted and effectively used by IRS actuaries without significant difficulty	Possible IRS validation testing of new software releases of software to determine that previous functionality is improved. Also, feedback from software users and Help Desk reports.
Software maintenance/updates shall not adversely affect system performance.	Standards affecting system performance include but are not limited to: response time for resolving problems; CPU busy; response time; memory utilization; storage utilization.	Base line functionality is met at 100%	Operational monitoring by use of system statistics and logs
Software Distribution -- SOW 2.6 Timely and effective distribution of software to COTR and IRS users	All software including new releases and versions distributed to COTR in ready for use state per contractual agreements. If directed by COTR, software is distributed directly to users within 5 days.	Software is received within specified timeframes and can be readily loaded onto system from distribution media without adversely impacting ongoing system operation, performance, or functionality.	Shipping logs and feedback from COTR and software users.

Performance Requirement (Required Service)	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance (Quality Assurance)
Help Desk Reports --SOW 2.9.3	Report of all help desk inquiries (phone and online) including date, time, and subject of inquiry and resolution. Report due by first business day on or after 15 th of month for previous month data.	Reports are received timely and contain all required data in easy-to-read format.	Feedback from COTR
Software Documentation - - SOW 2.9.4. Contractor shall provide comprehensive user documentation for all software including any changes inherent in new versions and releases.	Documentation is readily understandable and facilitates software use.	Documentation is logically and clearly presented and permits software users to understand and perform all software functions.	Feedback from COTR and software users.
Professional Expert Witness Reports -- SOW 2.9.5	Report of all expert witness support provided during the previous month including date, time and subject of support and all billable hours. Report is due by first business day on or after 15 th of month for previous month data.	Reports are received timely and contain all required data in easy-to-read format.	Feedback from COTR

ATTACHMENT 1

ELECTRONIC & INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS EVALUATION

○ General

Purpose (Reference 36 CFR 1194.1)

- 1 The technical standards stated herein are those issued by the Architectural and Transportation Barriers Compliance (Access Board), pursuant to Section 508 (a)(2)(A) of the Rehabilitation Act Amendments of 1998 (29 U.S.C 794(d)) as enacted in the Workforce Investment Act of 1998. (The Access Board is an independent Federal Agency established by Section 502 of the Rehabilitation Act (29 U.S.C. 792) whose primary mission is to promote accessibility for individuals with disabilities)
- 2 Section 508 requires that when Federal agencies develop, procure, maintain, or use Electronic and Information Technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

1.1.2 Application (Reference 36 CFR 1194.2)

- (k) This section does not apply to Electronic and Information Technology (EIT, see definitions at A.4 below) that is required by the contractor incidental to the contract, or is neither used nor accessed by Federal employees or members of the public, and contractor employees in their professional capacity are not considered members of the public.
- (l) For any EIT product proposed in response to this solicitation as a deliverable that is a commercial item (as defined by the Federal Acquisition Regulation, Subpart 2.101) or any EIT product to be developed in response to this solicitation, that will be available to meet this contract's delivery requirements, the contractor must represent within his proposal that the product(s) complies with all of the standards stated herein. The Contractor must fully complete the spreadsheet, Electronic & Information Technology Accessibility Standards Evaluation, located as Attachment I to this solicitation, and submit with his/her proposal.

© If such product does not comply with all of the standards as stated herein, the contractor must specify each standard that is not met.

i. Electronic and Information Technology (EIT) Product General Exceptions (Reference 36 CFR 1194.3)

7 This section does not apply to EIT operated by agencies, the function, operation or use of which involves:

- 7.13 Intelligence activities
- 7.14 Cryptographic activities related to national security
- 7.15 Command and control of military forces
- 7.16 Equipment as an integral part of a weapon or weapon system
- 7.17 Systems critical to the direct fulfillment of military or intelligence missions

8 Products acquired by a contractor incidental to a contract, or are neither used nor accessed by Federal employees or members of the public, and contractor employees and all personnel related to the contract are not considered members of the public;

9 Products or components of products that would require a fundamental alternation in their nature.

10 Products located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring.

ii. Definitions (Reference 36 CFR 1194.4)

The following definitions apply to this section:

Agency. Any Federal department or agency, including the U.S. Postal Service.

Alternate Formats. Alternate formats usable by people with disabilities may include, but are not limited to, Braille, ASCII text, large print, recorded audio, and electronic formats that comply with this part.

Alternate Methods. Different mean of providing information, including product documentation, to people with disabilities. Alternate methods may include, but are not limited to, voice, fax, relay service, TTY, Internet posting, captioning, text-to-speech synthesis, and audio description.

Assistive Technology. Any item, piece of equipment or system, whether acquired commercially, modified or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.

Electronic and Information Technology. Includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or

duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products (such as telephones), information kiosks and transaction machines, World Wide Web sites, multimedia, and office equipment such as copiers and fax machines. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

Information Technology. Any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

Operable Controls. A component of a product that requires physical contact for normal operation. Operable controls include, but are not limited to, mechanically operated controls, input and output trays, card slots, keyboards, or keypads.

Product. Electronic and Information Technology

Self Contained, Closed Products. Products that generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology. These products include, but are not limited to, information kiosks and information transaction machines, copies, printers, calculators, fax machines, and other similar types of products.

Telecommunications. The Transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

TTY. An abbreviation for teletypewriter. Machinery or equipment that employs interactive text based communications through the transmission of coded signals across the telephone network. TTYs may include, for example, devices known as TDDs (telecommunication display devices or telecommunication devices for deaf persons) or computers with special modems. TTYs are also called text telephones.

Undue Burden. Undue burden means significant difficulty or expense in determining whether an action would result in an undue burden, an agency shall consider all agency resources available to the program or component for which the product is being developed, procured, maintained or used.

iii. Equivalent Facilitation (Reference 36 CFR 1194.5)

Nothing in this part is intended to prevent the use of designs or technologies as alternatives to those prescribed in this part provided they result in equivalent or greater access to and use of a product for people with disabilities.

Electronic and Information Technology Accessibility Standards Evaluation

STANDARDS GROUP/STANDARD	COMPLIANT	NON COMPLIANT
1194.21 Software Applications and Operating Systems (36 CFR 1194.21)		
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz..		
(l) When electronic forms are used, the form shall allow people using		

assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
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Electronic and Information Technology Accessibility Standards Evaluation

STANDARDS GROUP/STANDARD	COMPLIANT	NON COMPLIANT
1194.31 Functional Performance Criteria		
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.		
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.		
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

STANDARDS GROUP/STANDARD	COMPLIANT	NON COMPLIANT
1194.41 Information, Documentation, and Support		
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.		

ATTACHMENT 2

PAST PERFORMANCE EVALUATION

SECTION ONE ABOUT YOUR COMPANY

(Your Company Name)

(Your Company Street Address)

(City, State, ZIP)

(Your Company Phone Number)

(Your Company Fax Number)

(Your Personal/Contact Name)

SECTION TWO THE RECIPIENT OF THE INFORMATION

PROVIDE ONE COPY OF THE PAST PERFORMANCE EVALUATION REPORT TO THE FOLLOWING:

*INTERNAL REVENUE SERVICE
6009 Oxon Hill Road, Room 500
Constellation Centre
Oxon Hill, MD 20745
(202) 283-1232(w)
(202) 283-0610 (fax)*

*Nicolete C. Veno
Contracting Officer*

PAST PERFORMANCE EVALUATION

PLEASE PROVIDE 5 OF YOUR CUSTOMERS TO BE SURVEYED

CUSTOMER NAME: _____
NAME OF CONTACT: _____
ADDRESS: _____

PHONE: _____
FAX: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
ADDRESS: _____

PHONE: _____
FAX: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
ADDRESS: _____

PHONE: _____
FAX: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
ADDRESS: _____

PHONE: _____
FAX: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
ADDRESS: _____

PHONE: _____
FAX: _____

PAST PERFORMANCE SURVEY FORM

Instructions: Responses to questions will be assigned a value from 1 to 5 or NA if not applicable. NA responses will receive a value of 3 for evaluation purposes. For each of the following 3 areas of past performance, provide the rating (using the guide delineated herein) that best describes your experience as it relates to that area. If you cannot rate the subject area, denote "Not Applicable."

5 - Excellent

4 - Good

3 - Satisfactory or NA

2 - Marginal

1 - Unacceptable

1. Software Performance and functionality – Please rate your experience as it relates to the performance and functionality of XYZ actuarial software in your environment for the functions for which you use it. If you use the software to calculate tax reserves, please include this in your assessment

Rating: _____

Please provide comments to support your rating:

2. Training – Please rate your experience as it relates to the training you have received in the use of XYZ actuarial software. Did the training permit you to use the software productively?

Rating: _____

Please provide additional comments to support your rating:

3. Help Desk Support -- Please rate the help desk support (telephone and online) you have received from XYZ Company in the use of their software. Is help desk support available when you need it and is it staffed with qualified individuals who are able to resolve problems quickly?

Rating: _____

Please provide additional comments to support your rating:

4. Technical Support – Do or did the contractor technical support personnel have adequate skills to perform the required tasking? To what extent is, or was, the contractor able to respond in a timely manner when technical problems were encountered.

Rating: _____

Please provide additional comments to support your rating: